

## EXHIBIT A

IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA

ELIJAH MUKARRAM )

PLAINTIFF )

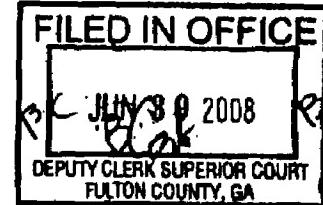
VS )

COUNTRYWIDE HOME LOANS )

DEFENDANT )

SUPERIOR COURT

CASE NO: 2008CV152848



COMPLAINT AT LAW

NOW COMES ELIJAH MUKARRAM the plaintiff, in propria persona and relying on the decisions in Haines vs. Kerner, 404 U.S. 519 and show their Complaint against the Defendants as follows:

JURISDICTION

Jurisdiction in this action at law is based on the Constitution of the United States and in

particular the 7<sup>th</sup> Amendment as this is a suit at common law. Jurisdiction is further

invoked under the Constitution of the State of Georgia and Particular Article 1 Section

1 Paragraph 9 which preserves the right to trial by jury in an action at law and jurisdiction

is further invoked under 18 U.S.C. Sec 1964.

PARTIES TO THE ACTION

1. The Plaintiff in this action is a citizen of the United States and a resident of the State of GA. The Plaintiff name and address is as of follows: Elijah Mukarram, 1891 Tremont Drive, NW, Atlanta, GA 30314. The Defendant in this Complaint is Countrywide Home Loans.

Whose Business address is as follows:

Countrywide Home Loans

P. O. box 680694

Dallas, TX 75266-0694

## **FACTUAL BACKGROUND**

2. On or about September 7, 2005 Countrywide Home Loans did verbally represent to the plaintiff that they had approved a loan to him for the sum of \$425,000.00 in lawful money of the United States at an annual interest rate of 8.00%.
3. The defendant Countrywide Home Loans and its loan officer, knew or should have known statement that they would lend the plaintiff "lawful money of the United States" at an annual interest rate of 8.00% was a false representation that was made recklessly and with deliberate and intentional disregard for the rights of the plaintiff.
4. Relying on these false representations, the plaintiff was induced into signing a mortgage note on or about September 7, 2005. Since the date of the loan, the plaintiff has made payments of principal and interest totaling \$67,478.81.
5. After the plaintiff had signed the mortgage note, The Defendant Countrywide Home Loans did fail to lend the plaintiff lawful money of the United States for the full value of the loan.
6. In carrying out their commitment to lend lawful money of the United States, the Defendant Countrywide Home Loans did write a check(s) for the sum of \$425,000 on or about September 7, 2005. The Defendant Countrywide Home Loans and its loan officer knew or should have known that they were accepting, lending checks which they had received either directly or indirectly from a commercial bank. They knew or should have known that the bank upon which the check for this loan was drawn had insufficient funds to redeem this check in lawful money of the United States.
7. The Defendant Countrywide Home Loans and its loan officer did use the U.S. Mails more than twice since the date of the loan to collect money on this debt. The plaintiff did not become aware of the fraudulent activity alleged in this complaint until on or, around January 2008.
8. The check(s) which Countrywide Home Loans wrote for the sum of \$425,000.00 was/ were not backed by or redeemable for their full face value in Federal Reserve Notes, Coins, or lawful money of the United States.

9. The Defendant Countrywide Home Loans knew or should have known that the checks they deposited in the bank account to cover the check(s) they wrote for this loan were bad checks. Subsequently, the bank, against whom Countrywide Home Loans wrote the check(s) never did redeem this check in lawful money of the United States, nor did the bank have in its possession the cash to redeem that check. The Bank merely laundered the bad checks by transferring some book entries.

10. The Defendant Countrywide Home Loans, and their Loan Officer, knew or should have known that they were a party to a check kiting scheme by laundering bad checks which they had received either directly or indirectly from one or more commercial banks that originated the scheme.

11. The Defendant, Countrywide Home Loans and their loan officer, knew or should have known that they were violating usury laws by charging interest on non-existent funds. The interest rate charged for the actual lawful money risked in making this loan is estimated to be twenty times greater than that agreed to in the note signed by the plaintiff. The interest rate charged should have been applied only to the lawful money risked in making this loan and instead was applied against the entire check even though this check is estimated to have been backed by only 5% of its face value in lawful money. The Bank against whom this check was drawn was a party to this check kiting scheme.

(1)

**BREACH OF CONTRACT.** The Averments of the previously numbered paragraphs are restated by reference herein. The Defendant Countrywide Home Loans and its loan officer failed to lend the plaintiff lawful money of the United States and instead substituted a bad check with the intended purpose of circulating it as money,

(2)

**FRAUD AND RACKETEERING.** The averments of the previously numbered paragraphs are restated by reference herein. The Defendant Countrywide Home Loans and its officers, and one or more unknown banks are parties to the writing and laundering of a bad checks) written by

Countrywide Home Loans on or around September 7, 2005. All these parties are in collusion in using U.S. Mails and Wire Services to Collect on this unlawful debt in violation of 18 U.S.C. 1341 (mail Fraud) and 18 U.S.C. 1343 (wire Fraud) and 18 U.S.C. 1962 in establishing a "pattern of racketeering activity". Plaintiff ask for triple damages for actual and compensatory damages sustained pursuant to 18 U.S.C. 1964 from each and every defendant.

(3)

**USUARY AND RAKETEERING.** The averments of the previously numbered paragraphs are restated by reference herein. By virtue of John and Jane Does who were the banks that were writing and passing bad checks to Countrywide Home Loans and by Virtue of Countrywide Home Loans depositing these bad checks and nonexistent funds, and by virtue of the tact *these* checks were backed by 5% or less of their face value in cash, Countrywide Home Loans did knowingly charge an interest rate on lawful money actually risked that was about 20 times greater than the interest rate agreed to in the note signed by the plaintiff. They did this in violation of 18 U.S.C. 1341 (mail fraud) and 18 U.S.C. 1962 by engaging in this pattern of racketeering activity.

#### **RELIEF REQUESTED**

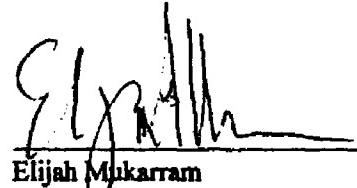
- 1 .Plaintiff ask for actual damages for the sum of \$67,478.81 and compensatory damages to be determined as well as three times this amount in punitive damages against each and every defendant on any count.
2. Plaintiff demand a trial by jury to be comprised of 12 members to determine all issues of facts in dispute and to determine and award all damages.
3. Plaintiff ask for a court order declaring the mortgage note to be null and void.



Elijah Mukarram  
Plaintiff  
In Propria Persona

VERIFICATION  
(Affidavit)

The Undersigned Affiant Elijah Mukarram by appellation does here swear declare and affirm that the Affiant executes this affidavit with sincere intent and competently states the matters set forth. I the undersigned being under oath and declare under penalty of perjury, that I do not have an attorney to represent me in this case. Also that the contents are true, correct, and not misleading to the best of his / her knowledge.



Elijah Mukarram  
Plaintiff  
In Propria Persona

JUN-27-2008 8:51:27 PM '08

To: 1 678 623 3518

P. J. G.

Hand No. 11326, Pg. 220  
File and Retain  
Notary Public  
Judge of Probate  
Fulton County, Georgia

Witnessed Date

STATE OF GEORGIA

COUNTY OF DECATUR

THIS INSTRUMENT, made the 1 day of SEPTEMBER, in the year two thousand and five (2005), between JOHN L. COOPER, of the County of Fulton, and State of Georgia, as party or parties of the first part, hereinafter called "Cooper", and ROBERT A. MURKIN, as party or parties of the second part, hereinafter called "Murkin" (the words "Cooper" and "Murkin" to include their respective heirs, executors and assigns when the same are respectively or collectively,

RENT TRUSTMEN BUREAU, ATLANTA, GEORGIA, AGENTS

SEE DOCUMENT ATTACHED HERETO

WITNESSETH that Cooper has and is in consideration of the sum of \$10,000 DOLLARS to have paid at and before the mailing and delivery of these presents, in receipt whereof it hereby acknowledge, his general, special, absolute, unqualified and unconditional, and by these presents does grant, bargains, sell, alien, convey and otherwise unto the said Murkin,

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular its rights, members and appurtenances thereto, in the name being "John Cooper", or in any other appellation, to the only proper use, benefit and behoof of the said Murkin forever in FEE SIMPLE.

AND THE SAID Cooper will warrant and forever defend the right and title to the above described property unto the said Murkin against the claims of all persons whatsoever.

IN WITNESS WHEREOF, the Cooper has signed and sealed this deed, the day and year above written.

John L. Cooper (Seal)

(Seal)

Signed, sealed and delivered in  
presence of  
James C. Mc  
NOTARY PUBLIC  
Shaneen Shabot  
Notary



P.2/6

Tel: 678 623 3518

Rept. No. 412234 P. 261  
Juno 114  
City of Somers Court  
Police Dept., Memphis

RECORDED

1                   **IN THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA**

2                   136 PRYOR STREET, ROOM C-103, ATLANTA, GEORGIA 30303

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Elijah Mckayran

) Case No.: \_\_\_\_\_

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Plaintiff,

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vs.

Countrywide Home Loans

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Defendant

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TO THE ABOVE NAMED DEFENDANT(S):

You are hereby summoned and required to file with the Clerk of said Court and serve upon Plaintiff's Attorney, whose name and address is:

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McGregor and Gandler

250 E. Ponce de Leon Ave

Decatur, GA 30030

Pro Se

An answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, Judgment by default will be taken against you for the relief demanded in the complaint.

This

30

day of

June, 2008

The Hon., Cathelene Robinson  
Clerk of Superior Court  
By Cathelene  
Deputy Clerk

To Defendant upon this petition is served:

This copy of complaint and Summons was served upon you

Deputy Sheriff

**CERTIFICATE OF SERVICE**

I certify that I have served the foregoing **NOTICE OF REMOVAL** on the Plaintiff herein, who is proceeding *pro se*, by causing a copy of the same to be deposited in the United States mail, first class postage prepaid and properly addressed to Plaintiff, as follows:

Elijah Mukarram  
1891 Tremont Drive, N.W.  
Atlanta, GA 30314

This 29th day of July 2008.

  
Charlotte M. Wheeler  
Charlotte M. Wheeler  
Georgia Bar No. 195201